

EXHIBIT A

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THE BEINHAKER LAW FIRM, LLC
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WESTFIELD, NEW JERSEY 07090
(908) 272-2232
ATTORNEY FOR THE PLAINTIFFS, JASON D. COHEN, MD, FACS AND PROFESSIONAL ORTHOPAEDIC ASSOCIATES, PA, AND AS
ASSIGNEE AND DESIGNATED AUTHORIZED REPRESENTATIVE OF PATIENT AM.

JASON D. COHEN, MD, FACS AND
PROFESSIONAL ORTHOPAEDIC
ASSOCIATES, PA AS ASSIGNEE AND
DESIGNATED AUTHORIZED
REPRESENTATIVE OF PATIENT AM,

SUPERIOR COURT OF NEW JERSEY
ESSEX COUNTY
LAW DIVISION

Docket No.: L - 3357-15

Civil Action

Plaintiff(s)

vs.

COMPLAINT

HORIZON BLUE CROSS BLUE SHIELD
OF NEW JERSEY

Defendant

THE BEINHAKER LAW FIRM, LLC
414 WESTFIELD AVENUE
WESTFIELD, NJ 07090
908.272.2232 – FAX 908.233.4546

Jason D. Cohen, MD, FACS ("Cohen") and Professional Orthopaedic Associates, PA ("POA"), on their own behalf and as assignee and a designated authorized representative of Patient AM (Cohen and POA are hereinafter collectively referred to as the "Plaintiffs"), hereby complain against Horizon Blue Cross Blue Shield of New Jersey ("Horizon" or "Defendant") as follows:

PARTIES

1. Cohen is a board certified orthopedic surgeon with an office address at 776 Shrewsbury Avenue, Tinton Falls, New Jersey 07724.
2. Cohen is an owner of POA, a professional medical association with offices located in Tinton Falls, Toms River and Freehold, New Jersey.
3. Patient AM is a citizen of the State of New Jersey with a residence at 62 Golden Eye Lane, Fort Monmouth, New Jersey 07758.

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4. Horizon is the Plan Administrator for Patient AM's employer-provided health insurance plan with its corporate offices located at 3 Penn Plaza East, Newark, New Jersey 07105.

JURISDICTION

5. At all times hereinafter mentioned and upon information and belief, Defendant is located in and transacts business within the State of New Jersey to supply services.

6. At all times mentioned hereinafter and upon information and belief, Defendant regularly does or solicits business, or engages in a course of conduct, or derives revenue from services rendered in the State of New Jersey.

FACTS APPLICABLE TO ALL COUNTS

7. Cohen performed emergency spinal surgery on Patient AM on July 4, 2014.

8. Services were provided in the emergency room ("ER") of Monmouth Medical Center located at 300 Second Avenue, Long Branch, New Jersey 07740.

9. Cohen submitted a claim to Horizon in the amount of \$169,390.00 for his emergency services (hereinafter referred to as the "Services") rendered to Patient AM.

10. Horizon has refused to make any payment on this claim.

11. This claim is brought for failure to properly pay a claim over which this Court has jurisdiction.

12. Cohen and POA on their own behalf and on behalf of Patient AM have appealed the claim and their appeals were fruitless.

FIRST COUNT (Violation of N.J.A.C. 11:24-5.3)

13. Plaintiffs repeat and reallege the allegations of previous paragraphs of the Complaint as if set out at length herein.

14. Patient AM is a beneficiary under a health insurance policy administered by Horizon.

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15. Cohen and POA are the assignees of benefits and the designated representatives of Patient AM and are authorized to prosecute this action.

16. Cohen filed a claim with Defendants in the amount of \$169,390.00 for surgery he performed on Patient AM.

17. Defendant paid \$0.00 on that claim.

18. Cohen and POA are still owed \$169,390.00 for the surgery.

19. Defendant has improperly paid that claim in violation of New Jersey Administrative Code 11:24-5.3.

20. N.J.A.C. 11:24-5.3, promulgated by the New Jersey Department of Banking and Insurance, requires a carrier to limit a member's liability for emergency care rendered by non-participating providers, including ambulances, to the patient's co-pay, deductible or co-insurance.

21. Public policy in New Jersey dictates that, since the ER patient does not have the opportunity to choose their treating physician, she should not have to incur costs if the doctor on call does not participate in their insurance network.

22. This state mandate overrides and supersedes any limitations contained in a patient's plan document.

23. As a consequence of Defendant's failure to pay, Cohen and POA have been damaged.

WHEREFORE, Plaintiffs seek damages against Defendant in the amount of \$169,390.00, plus attorney's fees, interest, costs of Court and such other and further relief as is just under the circumstances.

SECOND COUNT
(Unjust Enrichment)

24. Plaintiffs repeat and reallege the allegations of previous paragraphs of the Complaint as if set out at length herein.

25. Cohen and POA provided benefits to Patient JE with the full expectation that it would be paid for the services rendered on an emergency basis.

26. Defendant has received the benefit of having its insured receiving emergency medical surgical procedures from Cohen and POA without paying Cohen and POA what they are required to be paid.

27. Failure of Defendant to not pay Cohen and POA would be unjust.

28. Cohen and POA expected to be paid from Defendant at the time it performed the surgical procedures.

29. Cohen and POA provided its medical services in good faith with full expectation of compensation, which Defendant and its insured accepted.

30. Cohen and POA are still owed \$169,390.00 for the surgery.

31. Defendant has improperly withheld payment and has been unjustly enriched thereby.

WHEREFORE, Plaintiffs seek damages against Defendant in the amount of \$169,390.00, plus attorney's fees, interest, costs of Court and such other and further relief as is just under the circumstances.

THIRD COUNT

(Violation of the New Jersey Healthcare Information and Technologies Act ("HINT"))

32. Plaintiff repeats and realleges the allegations of previous paragraphs of the Complaint as if set out at length herein.

33. HINT requires that a health insurer, such as the Defendant, shall remit payment for every insured claim no later than the 30th calendar day following receipt of the claim.

34. Cohen and POA were eligible for emergency medical treatment under Patient AM's insurance policy with Defendant.

35. Patient AM was an insured and covered by the insurance policy in place at the time medical services were rendered.

36. The claim for payment is for medical services covered by the insurance policy held by Patient AM from Defendant.

37. Cohen and POA submitted its claim timely with the information required of it.

38. Defendant failed to remit any payment for such emergency surgical procedure within 30 days of submission of the claim.

39. The amount of \$169,390.00 is overdue.

40. Under HINT, Defendant is required to make payment of \$169,390.00 plus interest at 12% per annum

41. As a consequence of Defendant's failure to pay, Cohen and POA have been damaged.

WHEREFORE, Plaintiffs seek damages against Defendant in the amount of \$169,390.00, plus attorney's fees, interest at 12% per annum, costs of Court and such other and further relief as is just under the circumstances.

FOURTH COUNT
(Misrepresentation)

42. Plaintiffs repeat and reallege the allegations of previous paragraphs of the Complaint as if set out at length herein.

43. Defendant misled Cohen and POA in that Patient AM's emergency surgery would be paid at an emergency rate.

44. Cohen and POA relied on such representations that Patient AM's surgery would be covered at an emergency rate to their detriment.

45. Cohen and POA relied on the representations of Defendant to their detriment that they would timely receive payment for such emergency surgical services.

WHEREFORE, Plaintiffs seek damages against Defendant in the amount of \$169,390.00, plus attorney's fees, interest, costs of Court and such other and further relief as is just under the circumstances.

DESIGNATION OF TRIAL COUNSEL

Mitchell C. Beinhaker is hereby designated as trial counsel.

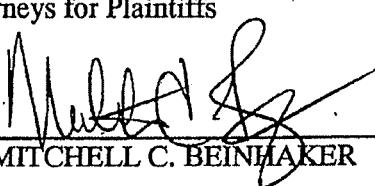
R. 4:5-1 CERTIFICATION

The Plaintiffs know of no other parties that should be named and no other actions or arbitrations are contemplated.

THE BEINHAKER LAW FIRM, LLC
Attorneys for Plaintiffs

By:

MITCHELL C. BEINHAKER



Dated: May 15, 2015

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Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed		<small>FOR USE BY CLERK'S OFFICE ONLY</small> PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHQ/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:
ATTORNEY/PRO SE NAME Mitchell C. Beinhaker, Esq.		TELEPHONE NUMBER (908) 272-2232	COUNTY OF VENUE Essex
FIRM NAME (if applicable) The Beinhaker Law Firm, LLC			DOCKET NUMBER (when available)
OFFICE ADDRESS 414 Westfield Avenue Westfield, NJ 07090			DOCUMENT TYPE Complaint
			JURY DEMAND <input type="checkbox"/> YES <input checked="" type="checkbox"/> No
NAME OF PARTY (e.g., John Doe, Plaintiff) Jason D. Cohen, MD, FACS and Professional Orthopaedic Associates		CAPTION Jason D. Cohen, MD, FACS and Professional Orthopaedic Associates, PA as assignee and Designated Authorized Representative of Patient AM vs Horizon Blue Cross Blue Shield of New Jersey	
CASE TYPE NUMBER <small>(See reverse side for listing)</small> 599	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <small>IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.</small>	
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES <small>(arising out of same transaction or occurrence)?</small> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input checked="" type="checkbox"/> BUSINESS	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION			
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).			
ATTORNEY SIGNATURE: 			

Side 2



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT – OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

271 ACCUTANE/SOTRETINOIN	289 REGLAN
274 RISPERDAL/SEROQUEL/ZYPREXA	290 POMPTON LAKES ENVIRONMENTAL LITIGATION
278 ZOMETA/AREDIA	291 PELVIC MESH/GYNECARE
279 GADOLINIUM	292 PELVIC MESH/BARD
281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL	293 DEPUY ASR HIP IMPLANT LITIGATION
282 FOSAMAX	295 ALLODERM REGENERATIVE TISSUE MATRIX
285 STRYKER TRIDENT HIP IMPLANTS	296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS
286 LEVAQUIN	297 MIRENA CONTRACEPTIVE DEVICE
287 YAZ/YASMIN/OCELLA	601 ASBESTOS
288 PRUDENTIAL TORT LITIGATION	623 PROPECIA

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category Putative Class Action

Title 59